

REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF VARIOUS PROFESSIONAL SERVICES

ISSUE DATE: October 28, 2013

DUE DATE: November 27, 2013

Issued by:

Township of Marlboro

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of ten percent (10%) or more in the firm.

"Proposal" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Township) have satisfied the qualification criteria set forth in this RFQ.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Proposal.

"Review Team" – Members of the Township Administration and its legal and/or financial advisors who shall review the Proposals.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Township" - refers to the Township of Marlboro.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. **Introduction and Purpose.**

The Township is soliciting Proposals from interested persons and/or firms for the provision of various professional services as more particularly described herein. Through a Request for Qualifications process described herein, persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Proposal in accordance with the procedures and schedules in this RFQ. The Township will review Proposals only from those firms that submit a Proposal which includes all the information required to be included as described herein (in the sole judgment of the Township). One or more individuals/firms may be selected to provide the services described.

1.2. **Procurement Process and Schedule.**

“Professional services” and “extraordinary unspecifiable services” are exempt from the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The process of awarding contracts for professional services is subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. The Township has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided with an equal opportunity to submit a Proposal in response to the RFQ. Proposals will be evaluated in accordance with the criteria set forth in Section 3 of this RFQ, which will be applied in the same manner to each Proposal received. Respondents agree to at all times abide by all requirements of New Jersey law, including, but not limited to the aforementioned “Pay to Play” laws, as well as any and all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

To the extent that this RFQ covers any services which may be subject to the bidding provisions of Local Public Contracts Law, it is not anticipated that such services will exceed the public bidding threshold. It is, however, the Township’s intention to include such services in this competitive process.

Proposals will be reviewed and evaluated by the Township Administration and its legal and/or financial staff (collectively, the "Review Team"). The Township, in its sole judgment will make a determination based upon the totality of the information contained in the Proposal.

Note: It is not necessary to provide separate proposals for different services however please list each service and reference the associated ID #'s (i.e. #14-11 Planning Board Attorney) you are responding to in the Executive Summary.

All communications concerning this RFQ or the RFQ process shall be directed to the Township’s Designated Contact Person, in writing.

Designated Contact Person:

Jonathan A. Capp
Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746

Proposals must be submitted to, and be received by, the Township, by hand delivery or regular mail, by 4:00 p.m. prevailing time on **November 27, 2013**. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFQ, the Township (through the issuance of addenda to all firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the Township.

1.3. Conditions Applicable to RFQ.

Upon submission of a Proposal in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- This RFQ does not commit the Township to award a contract.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The Township reserves the right, in its sole judgment, to reject for any reason, any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- The Township reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Proposal that is not responsive to the requirements of this RFQ.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Proposals shall become the property of the Township and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Township, in the exercise of its sole discretion, in accordance with applicable law.
- The Township may request Respondents to send representatives to the Township for interviews.
- Any and all Proposals not received by the Township by 4:00 p.m. prevailing time on **November 27, 2013** will be rejected.
- Neither the Township, its consultants or advisors, nor their respective staffs, including, but not limited to, the Review Team, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

1.4. Rights of Township.

The Township reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To conduct investigations of any or all of the Respondents, as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFQ at any time in the Township's sole discretion. If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ.

During the period provided for the preparation of responses to the RFQ, the Township may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Township, its staff, its consultants or such consultant's staff, for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFQ.

1.7 Proposal Format.

Responses should cover all information requested in the questions to be answered in this RFQ.

Responses which in the judgment of the Township fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Township to solicit Proposals from Respondents for the following services:

#14-01: Township Attorney - Township Conflict/Alternate Attorney

The Township Attorney shall be an attorney at law of New Jersey, but need not be a resident of the Township. With the prior approval of the Council, the Attorney shall have such powers and perform such duties as are provided for by the office of Township Attorney by general law or ordinances of the Township. The Attorney shall represent the Township in all judicial and administrative proceedings in which the Township or any of its officers or agencies may be a party or have an interest. The Attorney shall give all legal counsel and advice, where required by the Administrator, Council or any member thereof and shall, in general, serve as the legal advisor to the Council and Administrator on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereto, the Township Attorney shall:

- 1) Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Township.
- 2) With the approval of Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as the Attorney may in his/her discretion determine to be necessary or desirable, or as directed by Council.
- 3) Subject to the approval of the Council, have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved.
- 4) Render opinions in writing upon any question of law submitted to the Attorney by the Administrator, Council, or any member thereof, or the head of any department, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Council and Administrator in the administration of municipal affairs.
- 5) Supervise and direct the work of such additional attorneys and technical professional assistants as the Council may authorize for special or regular employment in or for the Township.
- 6) Have such other different functions, powers and duties as may be provided by Charter, general law or ordinance.

The Township Conflict/Alternate Attorney shall perform legal services when the Township of Marlboro is in need of special conflict counsel services.

#14-02: Independent Auditor

The Independent Auditor shall make the annual audit of the Township financial records for the year ending December 31, 2012 and to serve as Independent Auditor for the calendar year 2013 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Independent Auditor shall perform such duties and render such services as may from time to time be requested by the Township Council, the Chief Financial Officer or the Township Administrator.

#14-03: Township Engineer - Township Conflict/Alternate Engineer

The Consulting Engineer shall be a New Jersey licensed professional engineer. The Consulting Engineer shall attend meetings of the Township and provide general engineering advice. When directed, the Consulting Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Township requirements and needs, municipal ordinances, if applicable, and to the general requirements of design

practice. When directed, the Consulting Engineer shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with Township or other site developments. When directed, the Consulting Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Consulting Engineer shall provide technical advice to other Township members, officials and agents concerning their review of such documents. The Township Conflict/Alternate Engineer shall perform engineering services when the Township of Marlboro is in need of special conflict engineering services.

#14-04: Township Planner - Township Conflict/Alternate Planner

The Township Planner shall be a New Jersey licensed professional planner. The Township Planner shall prepare for the Township reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Township Planner assists and advises the Council on techniques, rules and regulations that the Township may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Township Planner assists and advises the Council in maintaining its land development ordinance. The Township Planner provides planning advice to the Township Council and Administrator on planning proposals as appropriate and requested. The Township Planner prepares plans and other supportive documentation for development and redevelopment as directed by the Council. The Township Planner represents the Township as directed in meetings with county, other municipalities and State agency officials. The Township Planner assists the Township Administrator in planning related matters as needed. The Township Planner advises the Township as necessary on new or advanced planning techniques. The Township Planner shall have the capabilities to prepare maps, reports and public presentations. The Township Planner should be a member of the national planning organizations such as the American Institute of Certified Planners. The Township Conflict/Alternate Planner shall perform planning services when the Township of Marlboro is in need of special conflict planner services as requested by the Township of Marlboro.

#14-05: Labor Attorney

The Labor Counsel shall be an attorney at law of New Jersey. The Labor Counsel shall be responsible for all labor and employment matters in the Township. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Counsel must be available for consultation on a daily basis and shall deal directly with the Township Administrator.

#14-06: Bond Counsel

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Township. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

#14-07: Special Affordable Housing Counsel

The Affordable Housing Counsel shall be an attorney at law of New Jersey. The Affordable Housing Counsel shall interface with the Council on Affordable Housing and perform specialized legal services relative to the Township's affordable housing obligation.

#14-08: Township Prosecutor

The Township Prosecutor shall be an attorney at law of New Jersey. The Prosecutor shall be responsible for all Municipal Court matters in the Township. These matters include traffic violations, municipal ordinance violations as well as any municipal violations, court appearances and prosecutions of citizens' complaints litigation. The Prosecutor must be available for consultation on a daily basis and shall deal directly with the Municipal Judge and Police Department.

#14-09: Public Defender - Public Defender Conflict/Alternate Attorney

The Township Public Defender shall be an attorney at law of New Jersey. The Public Defender shall be responsible for the defense of all Indigent Defendants' Municipal Court matters in the Township. These matters include traffic violations, municipal ordinance violations as well as any municipal violations, court appearances and defense of qualified matters. The Public Defender must be available for consultation on a daily basis and shall deal directly with the Municipal Judge, Prosecutor and Police Department. The Township Public Defender Conflict/Alternate Attorney shall be an attorney at law of New Jersey. The Public Defender Conflict/Alternate Attorney shall be responsible for the conflict or special defense of all Indigent Defendants' Municipal Court matters in the Township. These matters include traffic violations, municipal ordinance violations as well as any municipal violations, court appearances and defense of qualified matters. The Public Defender Conflict/Alternate Attorney must be available for consultation on a daily basis and shall deal directly with the Municipal Judge, Prosecutor and Police Department.

#14-10: Ethics Committee Attorney

The Ethics Committee Attorney shall be an attorney at law of New Jersey. The Ethics Committee shall attend all regular and special Ethics Committee meetings, which shall include routine phone calls with staff. The Ethics Committee Attorney shall prepare and advise the committee on complaints filed against any public official as well as matters affecting the Ethics Committee which is the result of decisions made on applications or complaints in the normal performance of their official duties. The Ethics Committee Attorney shall provide legal advice, research and assistance on any other special matters, which the Ethics Committee may require to be addressed by the attorney. The Ethics Committee Attorney shall draft all legal documents as may be required including preparation of documents, rulings or memorandum, etc.

#14-11: Planning Board Attorney - Planning Board Conflict/Alternate Attorney

The Planning Board Attorney shall be an attorney at law of New Jersey. The Planning Board Attorney shall attend all regular and special Planning Board meetings, which shall include routine phone calls with staff. The Planning Board Attorney shall prepare and defend all litigation affecting the Planning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law. The Planning Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Planning Board may require to be addressed by the attorney. The Planning Board Attorney shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Planning Board Attorney shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest. The Planning Board Conflict/Alternate Attorney shall perform legal services as requested to the Marlboro Township Planning Board when they are in need of special conflict counsel services as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-12: Planning Board Engineer - Planning Board Conflict/Alternate Engineer

The Planning Board Engineer shall be a New Jersey licensed professional engineer. The Planning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Planning Board meetings, which shall include routine phone calls with staff, review and report on all development and site plan applications and perform any additional non-escrow work such as ordinance review as requested by the Planning Board. The Planning Board Conflict/Alternate Engineer shall provide engineering services as requested to the Marlboro Township Planning Board when they are in need of special conflict engineering services as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-13: Planning Board Planner - Planning Board Conflict/Alternate Planner

The Planning Board Planner shall be a New Jersey licensed professional planner. The Planning Board Planner shall provide general planning services on behalf of the Planning Board. The Planning Board Planner shall attend all regular and special Planning Board meetings, which shall include routine phone calls with staff. The Planning Board Planner shall review all plans forwarded for review by the Planning Board, conduct site inspections, prepare written reports of all findings and recommendations and attend such meetings as requested by the Planning Board, and employ at their expense such personnel as are deemed necessary to carry out the duties prescribed for the office of municipal planners. The Planning Board Planner shall review and report on planning issues other than development review as requested by the Planning Board Chairman or designee. The Planning Board Planner shall render opinions orally or in writing upon any question of planning submitted to them by the Planning Board Chairman or designee, or anyone else authorized by the Planning Board Chairman or designee to submit such questions. The Planning Board Planner shall perform such other and different functions, powers, and duties, as may be requested by the Planning Board Chairman. The Planning Board Conflict/Alternate Planner shall provide planning services as requested to the Marlboro Township Planning Board when they are in need of a special conflict planner as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-14: Special Tax Counsel - Conflict Special Tax Counsel

Shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Township of Marlboro and such ongoing municipal tax matters in which the Township has required legal representation by counsel other than the Township Attorney. The Conflict Special Tax Counsel shall perform legal services when the Township of Marlboro is in need of special conflict tax counsel services.

#14-15: Zoning Board Attorney - Zoning Board Conflict/Alternate Attorney

The Zoning Board Attorney shall be an attorney at law of New Jersey. The Zoning Board Attorney shall be retained to provide all legal counsel to the Zoning Board and to serve as legal advisor on all matters of the Zoning Board of Adjustment's business. The Zoning Board Attorney shall attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. The Zoning Board Attorney shall represent or advise the Zoning Board on any matter in which the Zoning Board may have a present or future interest. The Zoning Board Conflict/Alternate Attorney shall perform legal services as requested to the Marlboro Township Zoning Board when they are in need of special conflict counsel services as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-16: Zoning Board Engineer -Zoning Board Conflict/Alternate Engineer

The Zoning Board Engineer shall be a New Jersey licensed professional engineer. The Zoning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Zoning Board meetings,

which shall include routine phone calls with staff. The Zoning Board Engineer shall be available for provisions of design reviews, plan reviews and general engineering and planning advice. The Zoning Board Engineer would be available to provide engineering, surveying and construction observation services and any other services required by the Zoning Board of Adjustment. The Zoning Board Conflict/Alternate Engineer shall provide engineering services as requested to the Marlboro Township Zoning Board when they are in need of special conflict engineering services as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-17: Zoning Board Planner - Zoning Board Conflict/Alternate Planner

The Zoning Board Planner shall be a New Jersey licensed professional planner. The Zoning Board Planner shall provide general planning services on behalf of the Zoning Board. The Zoning Board Planner shall attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. When directed, the Zoning Board Planner shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding this conformance to applicable municipal ordinances and/or to the general requirements of design practice. When directed, the Zoning Board Planner shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. The Zoning Board Planner shall provide technical advice to other Zoning Board employees, officials and agents concerning their review of such documents. The Zoning Board Planner shall perform such other and different functions, powers, and duties, as may be requested by the Zoning Board Chairman. The Zoning Board Conflict/Alternate Planner shall provide Planner services as requested to the Marlboro Township Zoning Board when they are in need of a special conflict planner as required under the Municipal Land Use Law and the Ordinances of the Township of Marlboro.

#14-18: Risk Management Services

Shall provide management consulting services associated with the identification and measurement of risk, assist in insurance program design in order to reduce exposure and serve as liaison to insurance providers.

#14-19: Broker of Record - Insurance Services

Shall serve as designated agent representing the Township's insurance program. This includes soliciting and evaluating insurance quotes and policies and recommending changes to existing policies.

#14-20: Financial Advisory Services

Shall provide financial advisory services in conjunction with the issuance of debt, including but not limited to development of marketing strategy, preparation of the Official Statement and coordination with bond rating agencies.

#14-21: Appraisal Services

Shall provide property appraisal services in conjunction with property acquisition initiatives of the Township for which New Jersey Department of Environmental Protection Green Acres Program funds may be utilized. Shall provide property appraisal services in conjunction with real property tax appeals that may be filed by or against the Township. Shall provide property appraisal services in conjunction with other initiatives or legal matters as required by the Township.

#14-22: Tax Map Maintenance

Shall review and update the current Tax Maps of the Township of Marlboro. Shall make all revisions required during the contract period. Shall maintain an electronic file of the Tax Map (.pdf format) in native page size (if different from 12" x 18") and 12" x 18" size.

Vendor shall maintain a web portal, accessible by the Township, which provides for the download of current and historical tax map, GIS and other digital data. Portal shall also allow the assessor to request and follow the status of submitted map changes, work orders, and billing.

Services shall include digital mapping with Geographic Information Systems compatibility. The Tax Map linework shall be provided in a seamless GIS geodatabase in NJ State Plane coordinates. The GIS and all associated deliverable layers shall be updated at a minimum on a monthly basis to reflect any changes to the Tax Map and any affected layers.

Vendor shall utilize software that programmatically links the Assessor MODIV database to the tax map, and shall establish methodology to link properties based on block, lot and qualifier fields and shall expand the MODIV additional lot field where necessary to link parcel information to the map, and shall perform this process with every GIS update. Reports shall be available through the web portal to determine the status of the linking process as well as the identify MODIV and GIS parcel records that do not link, as well as other linking errors.

The geodatabase supplied shall be compatible with the Township's ESRI GIS system and be able to be imported into the SpatialDataLogic software package.

The geodatabase delivered shall be identical in form to current GIS deliverables, and shall include at a minimum the following Feature Datasets and Classes:

1. A landbase feature dataset with the following feature classes: Blocks, Boundary, Boundary Lines, Parcels, Tax Map Sheet Areas, Historic Tax Map Sheet Areas, Developments, ROSI, Easements
2. A transportation dataset with the following feature classes: Marlboro Roads Centerlines, Right of Way
3. A parcels feature dataset containing feature classes for the parcels located in each tax map sheet.

#14-23: Executive Director and Director of Creative Services for Local Access Cable TV Station

Shall provide creative services for the programming and content of the Township's Public Education and Government (PEG) Access television channel for the Cablevision subscribers residing in town. Shall provide film coverage, production and delivery of select public meetings and events to be televised on the PEG Channel.

#14-24: Affordable Housing Administrative Agent

Shall have a familiarity with the Uniform Housing Affordability Controls ("UHAC") which are codified at N.J.A.C. 5:80-26.1 et seq., adopted by the New Jersey Housing and Mortgage Finance Agency (HMFA), Chapter 5 of Marlboro Township's Revised Ordinance which is entitled "Affordable Housing," and must be COAH approved as well as having a familiarity with the general duties incumbent upon agents which includes, but is not limited to:

- Preparing and implementing operating manuals.
- Preparing and implementing affirmative marketing plan.
- Accepting and processing applications for housing.
- Creating and maintaining eligibility/certifications of households.
- Assisting the Township with preserving and enforcing affordability controls.
- Assisting the Township with establishing maximum rents and sales prices.
- Ensuring that all sales, resales and rentals are properly monitored.
- Providing activity reports to the Township's Municipal Housing Liaison.

- Administration of owner-occupied and rental rehabilitation programs.

Shall be limited to the rehabilitation of twenty seven (27) owner-occupied units and nine (9) rental units, and include the following additional responsibilities:

Serving as the initial contact for all inquiries related to the program and in response to affirmative marketing efforts.

Providing applications to interested persons.

Developing and implementing a means by which to identify substandard units which are in need of rehabilitation.

Determining the eligibility and qualification of applicants and the screening of submitted applications.

Inspecting the proposed dwellings of applicants to determine that the scope of work necessary to bring the dwelling in compliance with the New Jersey State Housing Code (codified at N.J.A.C. 5:28) and to ensure that there is a necessity for the expenditure for the minimum rehabilitation costs of \$10,000 pursuant to N.J.A.C. 5:97-6.2(b)(2).

Reporting to the Municipality the cost of the proposed rehabilitation with the understanding that the Municipality shall not be obligated to spend more than \$18,000 on any given unit (whether owner-occupied or rental) without first obtaining the Municipality's written permission.

Advertising and receiving bids from contractors for the work necessary to bring substandard units in conformance with the New Jersey State Housing Code (N.J.A.C. 5:28).

Coordinating the retention of contractors to perform the work necessary to effectuate the rehabilitation.

Preparing the necessary documentation to and contracts for the performance of the rehabilitation work.

Consulting and coordinating with the Municipality and the applicant as to the placing and recording of an appropriate deed restriction for a minimum control period of ten (10) years in accordance with N.J.A.C. 5:97-6.2(c)(1) and (2).

Providing annual certification of maximum rents.

Maintaining records and preparing reports to the municipal housing liaison

Processing requests from unit owners

Administration of Affordability Assistance Programs (N.J.A.C. 5:97 8.8) including down payment/closing cost assistance, security deposit assistance; housing association fee assistance and rental assistance (low and very low income).

Other Qualifications for the Administrative Agent:

- Documentation which demonstrates that the private entity's purposes include the provision of housing services and housing counseling and the promotion of the principles underlying the Federal Fair Housing laws and that the private entity has knowledge of and familiarity with the New Jersey Fair Housing Act P.L. 1985, c. 222 (NJSA 52:27D-301 et seq.) and its implementing rules;
- Evidence of a history of success management of restricted affordable housing units, particularly those produced as a result of the New Jersey Fair Housing Act or through a *Mount Laurel* court settlement;
- Documentation of the private entity's capacity to undertake the duties of an administrative agent;
- Statement of intent to attend any continuing education opportunities provided by COAH

NOTE: Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it believes may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

The Respondent shall, as part of its Proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
2. An executed Letter of Qualification (See Appendix A to this RFQ).
3. Name, address, telephone number and fax number of the firm or firms submitting the Proposal pursuant to this RFQ, and the name and email address of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of ten percent (10%) or more in the firm. (See Appendix B)
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.
 - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
5. An executed Letter of Intent (See Appendix C).

6. Required Evidence of compliance with Affirmative Action Regulations (See Appendix D)
7. An executed Payment Conditions and Rate Schedules Form (See Appendix E); or an executed Payment Conditions and Rate Schedules Form for Legal Services (See Appendix E1).
8. The number of years the business organization has been in business under its present name.
9. The number of years the business organization has been under its current management.
10. Any judgments, claims or suits within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
11. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
12. Confirm appropriate federal and state licenses to perform activities. Submit a copy of the Firm's Business Registration Certificate.
13. Form W-9 Request for Taxpayer ID and Certification. (See Appendix F)
14. Business Entity Disclosure Certification (See Appendix G)

3.3 Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

- a. Description and scope of work by Respondent;
- b. Name, address and contact information of references; and
- c. Explanation of perceived relevance of the experience to the RFQ.

2. Describe the services that Respondent would perform directly.

3. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.

4. Does the Respondent normally employ union or non-union employees?

5. Resumes of key employees.

6. A narrative statement of the Respondent's understanding of the Township's needs and goals.

7. List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

3.4 Insurance Requirements.

If selected, the Respondent shall be required to maintain in force, for the duration of the contract, insurance policies for workers compensation coverage for its employees, officers, agents, and/or partners, as required by applicable workers compensation laws, and professional liability coverage. Contractor shall supply a Certificate of Insurance to evidence such coverage which shall name Marlboro Township as an additional insured party. Contractor shall provide 30 days notice of cancellations, non-renewal, or material change in coverages required by this agreement.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Proposals.

Respondents must submit one (1) original hard copy and one (1) digital copy (scanned .pdf on CD) of their Proposal to the Designated Contact Person:

Jonathan A. Capp
Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746

Proposals must be received by the Township no later than 4:00 p.m. (prevailing time) on **November 27, 2013**, and must be mailed or hand-delivered. Proposals forwarded by facsimile or e-mail will not be accepted.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The Township's objective in soliciting Proposals is to enable it to select organizations that will provide high quality and cost effective services. The Township will consider proposals from firms or organizations that, in the Township's judgment, have demonstrated the qualifications and organizational capability necessary to provide the services described.

Proposals will be evaluated by the Township on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Extent of qualifications, experience, reputation and training of personnel to be assigned;
2. Knowledge of the Township and the subject matter addressed under the contract;
3. Relevance of similar engagements performed;

4. References;
5. Reasonableness of cost proposal;
6. Other factors demonstrated to be in the best interest of the Township;

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[INSERT DATE]

Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746

Dear Sir:

The undersigned has reviewed its Proposal submitted in response to the Request for Qualifications (RFQ) issued by the Township of Marlboro ("Township"), dated _____, 2013, in connection with the Township's need for _____ Services.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference), are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon the express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX B
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership	Corporation	Sole Proprietorship
Limited Partnership	Limited Liability Corporation	Limited Liability Partnership
Subchapter S Corporation		

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

APPENDIX C

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[INSERT DATE]

Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746

Dear Sir:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Qualifications (RFQ), issued by the Township of Marlboro ("Township"), dated _____, 2013 in connection with the Township's need for _____ Services.

(Name of Respondent) HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFQ.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Township. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

5. (Name of Respondent) acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Township shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

6. (Name of Respondent) acknowledges that any contract executed with respect to the provision of _____ Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX D
REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

- A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.

OR

- A Certificate of Employee Information Report Approval.

OR

- If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A.302- Affirmative Action Employee Information Report).

The following questions must be answered by all contractors:

1. Do you have federally approved or sanctioned Affirmative Action Program?

Yes_____

No_____

2. Do you have a State Certificate of Employee Information Report Approval?

Yes_____

No_____

You shall submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

Company

Signature

Title

APPENDIX E

PAYMENT CONDITIONS AND RATE SCHEDULES

Proposals should include how services will be billed (i.e. fixed fee, hourly rates) and a schedule of rates if applicable.

Note that the Township does not provide payment for nor reimburse for travel expenses.

Monthly invoices shall be submitted detailing all services performed.

The Township will not guarantee any minimum quantities during the life of this contract.

Signature: The undersigned hereby acknowledges and accepts the established payment terms.

Name of Respondent/Firm: _____

Print name and title: _____

Signature: _____

Date: _____

ATTEST:

Witness

APPENDIX E1

PAYMENT CONDITIONS AND RATE SCHEDULES FOR LEGAL SERVICES ONLY

1. The hourly rate for General Legal Counsel Services shall be One Hundred and Thirty Five Dollars (\$135.00) an hour blended for attorneys and Eighty Dollars (\$80.00) an hour for paralegals and clerks.
2. Counsel shall be reimbursed at cost for expenses incurred for duplication, filing fees, court reporters and other reasonable out-of-pocket expenses advanced and/or incurred by counsel. Counsel shall be reimbursed for direct charges including disbursements that are actual expenses incurred by the Professional and or/their associated Firm in connection with such legal services, and shall include, but not be limited to:
 - a. Telegrams, faxes and long distance (out-of-state) telephone calls;
 - b. Payment of filing, application fees, review fees and similar charges;
 - c. Computer expenses including time and proprietary program charges;
 - d. Outside printing, reproduction, binding, collating and other graphic services;
 - e. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.

Note that the Township does not provide payment for nor reimburse for travel expenses.

3. Monthly invoices shall be submitted detailing all services performed.
4. A cap on annual expenditures for legal counsel services will be established prior to the award of the Professional Services Agreement.
5. The Township will not guarantee any minimum quantities during the life of this contract.

~ ATTORNEY BILLING GUIDELINES ~

A. Limitation on number of attorneys

1. Only one attorney should attend trial, court appearances, meetings, depositions, witness interviews, inspections, and other billable events, unless more than one attorney is required to provide quality representation. Attorneys should discuss staffing needs with the client on a regular basis.
2. Interoffice conferences for which more than one attorney's time is billed are to be avoided where consistent with quality representation.
3. The client shall be informed as to the attorneys who will handle a file on a consistent basis. The number of attorneys assigned to one file shall be kept at a minimum.

B. Legal Research

1. Consistent with the Firm's obligation to protect against public disclosure of confidential information, research shall be described in detail to include the issues researched and the reason therefore (e.g., "Research

regarding statute of limitations on cause of action for breach of warranty in connection with preparation for summary judgment motion”).

2. Repetitive research that duplicates prior research on the same issues in the same matter is to be avoided, except that reasonable time to locate, update, and modify prior research is billable.

C. General Billing Guidelines

1. Where feasible, each billable activity should be separately recorded (i.e., entries for various activities should not be routinely lumped under one time entry). Each activity should be reported in time intervals specified to the nearest tenth of an hour.

2. All time entries must provide an adequate description of the billing activity, which includes at a minimum identifying the nature of the services provided and the task to which the services relate, for example:

a) *Entries for review should identify specific item(s) reviewed and the purpose of the review* (e.g., “Review plaintiff’s medical records from Memorial Hospital in preparation for deposition of Dr. Smith).

b) *Entries for conferences should identify the participants in and the subject matter of the conference* (e.g., “Telephone conference with plaintiff’s attorney, D. Smith, re settlement demand”).

c) *Entries for drafting or review of correspondence should identify the recipient or sender and the subject matter of the correspondence* (e.g., “Draft letter to plaintiff’s attorney, D. Smith, confirming telephone conference re settlement demand”).

d) *Entries for trial preparation should identify the specific activities performed* (e.g., “prepare outline for cross-examination of plaintiff in preparation for trial scheduled for 10/27/11”).

3. Generic descriptions of billable activities, e.g., “Review file,” “Attention to,” without further description of tasks, should not be used.

D. Disbursements

1. Telephone: Long distance telephone charges are reimbursable where documentation is provided regarding the date, duration and parties to the call.

2. Copying, printing and telecopying: It is the Firm’s policy to conserve resources whenever feasible; consequently, attorneys shall make every effort to utilize electronic communications. When copying is necessary, it shall be reimbursable at 10 cents per page; however, volume copying, at lesser per page costs, should be performed by an outside service where feasible.

3. Messenger services: Such charges are reimbursable with prior approval from client, shall be kept at a minimum, and every effort shall be made to plan in advance to avoid such charges.

4. Electronic research: Such charges are reimbursable provided that the invoice for such charges states the issue researched and the matter to which such research is attributable; such use shall be kept to a minimum.

5. Other expenses: Costs directly related to representation such as court filing fees, deposition transcripts, and service costs are reimbursable.

6. Third party contracts: Bills for third parties under contract are reimbursable only where the third-party contract is approved in advance by the client. Third party contracts include but are not limited to contracts for experts, investigators and interpreters. All bills by third-party contractors for services in excess of \$500 shall be directly payable by the client.

The Firm shall maintain books and records, including computer runs and billing reports, which verify all disbursements billed to the client.

E. Non-Billable Matters

1. Secretarial and clerical activities, including:

- a) Mail handling
- b) New file request/setup
- c) Calendar maintenance
- d) Copying
- e) Posting
- f) Faxing
- g) Data entry
- h) Enclosure of transmittal of letters

2. File management, including:

- a) Inserting/retrieving documents
- b) File organization
- c) Assembling materials
- d) Tabbing sub-files
- e) Database maintenance

Signature: The undersigned hereby acknowledges and accepts the established payment terms.

Name of Respondent/Firm: _____

Print name and title: _____

Signature: _____

Date: _____

ATTEST:

Witness

[This form to be completed for Legal Services only.]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX G

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant to Section 18-3 of the Municipal Code

TOWNSHIP OF MARLBORO

Part IA – Vendor Affirmation of State Law

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (insert name of business entity) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1, *et seq.* that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding _____ (date of award scheduled for approval of the contract by the governing body) to any candidate committee, joint candidates committee; or political party committee representing the following elected officials of the Township of Marlboro as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r), including, but not limited to, the Marlboro Township Republican Party Committee and/or the Marlboro Township Democratic Party Committee.*

Mayor Jonathan L. Hornik	Councilperson Randi Marder
Councilperson Frank LaRocca	Councilperson Carol Mazzola
Councilperson Jeff Cantor	Councilperson Scott Metzger

*** Please note- the contractor will be responsible for identifying the specific names of candidate committees, party committees and PACs or CPCs relative to the persons/entities listed above.**

Part IB – Vendor Affirmation of Local Ordinance

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (insert name of business entity) has reviewed Chapter 18 of the Code of the Township of Marlboro (revised September, 2007) and certifies that it has not solicited or made and will not solicit or make any contributions in violation of the terms of said Chapter.

Chapter 18 of the Code of the Township of Marlboro prohibits business entities from soliciting or making contributions of money, or pledges of contributions, including in-kind contributions, in excess of certain thresholds specified in said Chapter, within one calendar year immediately preceding the Township's public announcement of or private solicitation of a request for proposals to:

- Any Township candidate or holder of public office having ultimate responsibility for the award of the contract, or
- Any campaign committee of such candidate or holder of public office, or
- Any Township of Marlboro municipal party, or
- Any county party committee within the State of New Jersey, or
- Any candidate committee, state or Township political party committee, legislative leadership committee, continuing political committee or political action committee (PAC) organized under Section 572 of the Internal Revenue Code, that is organized for the purpose of promoting or supporting Township candidates or Township officeholders and/or that has within the last calendar year provided financial or in-kind support to Township of Marlboro municipal elections and/or Township or Marlboro municipal or Township parties.

To review this Chapter and the important definitions and thresholds set forth therein, vendors may view the Township Code by going to the Township's website - www.marlb主oro-nj.gov.

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned (Attach additional pages, if necessary).

Check the box that represents the type of business entity:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership | |

Name of Stock or Shareholder	Home Address

Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____

Title: _____

Print Name: _____

Date: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF MARLBORO

The following is statutory text related to the terms and citations used in Part 1A of the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act: “business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

#### **The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

##### **19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

##### **19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2).



Below is Chapter 18 of the Code of the Township of Marlboro, as referenced in Section 1B of the Business Entity Disclosure Certification form.

**§18-1. Prohibition on Awarding Public Contracts to Certain Contributors.**

(a) To the extent that it is not inconsistent with state or federal law, the Township of Marlboro and any of its purchasing agents or departments or instrumentalities of the Township thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any “business entity” as defined herein, including those awarded pursuant to any process including a fair and open process regardless of the amount of the contract, if such “business entity” has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, in excess of the thresholds specified in subsection 1(d) within one calendar year immediately preceding the Township’s public announcement of or private solicitation of a request for proposals, to:

- (i) Any Township candidate or holder of a public office having ultimate responsibility for the award of the contract, or
- (ii) any campaign committee of such a candidate or holder of public office, or
- (iii) any Township of Marlboro municipal party, or
- (iv) any county party committee within the State of New Jersey, or
- (v) any candidate committee, state or Township political party committee, legislative leadership committee, continuing political committee or political action committee (PAC) organized under §572 of the Internal Revenue Code, that is organized for the purpose of promoting or supporting Township candidates or Township officeholders and/or that has within the last calendar year provided financial or in-kind support to Township of Marlboro municipal elections and/or Township of Marlboro municipal or Township parties.

(b) No “business entity” that submits a proposal for, or agrees to any contract or agreement (including non-emergency contracts awarded by N.J.S.A. 40A:11 *et seq.* or the “Fair and Open Process” pursuant to N.J.S.A. 19:44A-20 *et seq.*) with the Township or any departments thereof, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions in excess of the thresholds specified in subsection 1(d), between the time of the first public announcement or private solicitation of a request for proposals, as the case may be, and the later of the awarding of the contract to another proposer, or written withdrawal of the proposal, or, as to the successful applicant, the completion of the contract or agreement, except as permitted in section 1(d) to:

- (i) any Township candidate or holder of public office having ultimate responsibility for the award of the contract, or
- (ii) any campaign committee of such a candidate or holder of public office, or
- (iii) any Township of Marlboro municipal party; or
- (iv) any county party committee within the State of New Jersey; or
- (v) any candidate committee, state or Township political party committee, legislative leadership committee, continuing political committee or political action committee (PAC) organized under §527 of the Internal Revenue Code, that is organized for the purpose of promoting or supporting Township candidates or Township officeholders and/or that has within the last calendar year provided financial or in-kind support to Township of Marlboro municipal elections and/or Township of Marlboro municipal or Township parties.

(c) For purposes of this ordinance, a “business entity” seeking a public contract means:

- (i) any professional or provider of extraordinary unspecifiable services as defined in N.J.S.A. 40A:11-5(1)(a), and
- (ii) an individual including the individual’s spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a “business entity” includes all principals who own 10% or more of the equity in the corporation or business trust, partnership, and officer employed by the entity, as well as any subsidiaries directly controlled by the business entity.
- (iii) A “business entity” does not include non-for-profit organizations or their officers or board members.

(d) Any individual meeting the definition of “business entity” under this section may annually contribute a maximum of \$300 each for any purpose to any candidate for Township of Marlboro office, \$300 to municipal party committees within Township of Marlboro, \$300 to a county party committee, \$300 to any state political party committee, and \$300 to any candidate committee or political action committee (PAC) organized under §527 of the Internal Revenue Code, referenced in this ordinance, without violating subsection (a) or (b) of this section. However, any group of individuals meeting the definition of “business entity” under this section, including principals, partners, and officers of the entity in the aggregate, may not contribute for any purpose in excess of \$2,500 to all Township of Marlboro candidates and officeholders with ultimate responsibility for the award of the contract, and all municipal or Township political parties, candidate committees, county political parties, state political parties, legislative leadership committees, continuing political committee, and PACs referenced in this ordinance combined, without violating subsection (a) or (b) of this section.

(e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be the Township of Marlboro and any of its political sub-divisions, or any individual who is responsible for the award of a contract and is appointed by the Township of Marlboro, including the Township Council and the Mayor.

### **§18-2. Contributions Made Prior to the Effective Date.**

This ordinance does not apply retroactively. Political contributions, whether monetary or “in-kind,” made prior to the effective date of this ordinance shall not be deemed to be a violation of this ordinance, but rather shall be controlled by the provisions of Ordinance #2004-5.

### **§18-3. Disclosure & Contribution Statement by Professional Business Entity and Provider of Extraordinary Unspecifiable Services.**

(a) Any business entity seeking a contract shall file a Public Disclosure Statement along with the proposal by the “business entity” consistent with the requirements of P.L. 2005, c.271, which must be filed no later than ten days prior to the awarding of a contract or agreement to procure services. The Township or any of its purchasing agents or agencies, as the case may be, shall maintain a completed Township of Marlboro Public Disclosure Statement form and provide that for public review at the Township Purchasing Department. The Township of Marlboro Public Disclosure Statement shall list all of the reportable political contributions by the “business entity” to any state, Township, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of Township of Marlboro; or of another elective office within Township of Marlboro; or of a legislative district which includes all or part of Township of Marlboro; or any continuing political committee, within one calendar year immediately preceding the Township’s public announcement or private solicitation of a request for proposals, noting the candidate or campaign committee, the amount and date, and the nature of the contribution.

(b) The “business entity” will make the statement knowing that under penalty of perjury that it has not made a contribution in violation of the Ordinance hereof and has not made or solicited contributions through intermediaries, third parties, immediate relatives, candidate committees, or Political Action Committees for the purpose of concealing the source of the contributor(s).

(c) Filing an incorrect Public Disclosure Form may be deemed a breach of the contract and shall result in the “business entity” being debarred from being awarded any Township contract for a period of four years.

(d) The “business entity” shall have a continuing duty to report any violations of this Ordinance that may occur during the duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with Township of Marlboro and shall be in addition to any other certifications that may be required by any other provision of law. At a minimum, completion of the Public Disclosure Statement will be an annual requirement of the “business entity.”

(e) The annual Disclosure Form shall be filed within twenty (20) days following each anniversary of the proposal, if for a multi-year agreement.

**§18-4. Prohibition of entering into and/or amending development and/or redevelopment agreements with certain contributors.**

(a). Any other provision of law to the contrary notwithstanding, the Township of Marlboro or any of its, purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement, amend an agreement, or otherwise contract with any developer and/or redeveloper, as defined in Subsection C. below, for the planning; replanning, construction or undertaking of any development and/or redevelopment project including the acquisition or leasing of any public property in conjunction with the redevelopment of any area within the Township of Marlboro pursuant to the Local Redevelopment and Housing Law and/or the Municipal Land Use Law, if that developer and/or redeveloper has knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions in excess of the thresholds specified in Section 1(d) above, within one calendar year immediately preceding the date of entering into the developers agreement, redevelopment agreement, amended agreement, or contract (hereinafter "agreement"), except as permitted in Section 1(d) above to:

- (i) any Township candidate or holder of public office having ultimate responsibility for the award of the contract, or
- (ii) any campaign committee of such a candidate or holder of public office, or
- (iii) any Township of Marlboro municipal party committee; or
- (iv) any county party committee within the State of New Jersey; or
- (v) any candidate committee, state political party committee, legislative leadership committee, continuing political committee or political action committee (PAC) organized under §527 of the Internal Revenue Code, that is organized for the purpose of promoting or supporting Township candidates or Township officeholders and/or that has within the last calendar year provided financial or in-kind support to Township of Marlboro municipal elections and/or Township of Marlboro municipal or Township parties.

(b). All Developer Agreements or amendments thereto and/or Redevelopment Agreements entered into by the Township of Marlboro shall contain a provision prohibiting developers and/or redevelopers, as defined in Subsection C below, to solicit or make any contribution in excess of the thresholds specified in Section 1 subsection (d) above.

(c). A "developer" or "redeveloper" means any person, firm, corporation, partnership, limited liability company, organization, association, or public body that shall enter into or propose to enter into an agreement with a municipality or other redevelopment entity for the development of property pursuant to the Municipal Land Use Law, redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of the Local Redevelopment and Housing Law, or for any construction or other work forming part of a development or redevelopment or rehabilitation project. For the purposes of this section the definition of a developer or redeveloper includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the developer and/or redeveloper as well as any affiliates or subsidiaries directly controlled by the developer or redeveloper. Spouses and any child/children shall also be included.

(d). For the purposes of this section, the office that is considered to have responsibility for arranging and entering into the development agreement or redevelopment agreement shall be (i) the Township Council if the developers agreement or development agreement requires approval and/or appropriation from the Township Council or a public officer who is responsible for arranging and entering into the developers agreement or redevelopment agreement if that public officer is appointed by the Mayor and/or Township Council, or (ii) the Mayor of the Township of Marlboro if the developers agreement or redevelopment agreement requires the approval of the Mayor or a public officer who is responsible for arranging and entering into the redevelopment agreement if that public officer is appointed by the Mayor, or (iii) a designated redevelopment entity, if the redevelopment agreement requires the approval of the redevelopment entity.

#### **§18-5. Contribution Statement of Developers and/or Redevelopers; Notice given by Municipality.**

(a). Prior to arranging and entering into a Developer's Agreement or Redevelopment Agreement with any developer or redeveloper, the Township of Marlboro or any of its purchasing agents or agencies or independent authorities, as the case may be, shall receive a sworn statement from the developer or redeveloper that the developer or redeveloper has not made any contribution in violation of Section 1, subsection (d) above. The Township of Marlboro, through any appropriate redevelopment agent, agency, officer, authority, or department, shall be responsible for informing the Mayor and the Township Council that the aforementioned sworn statement has been received and that the developer or redeveloper is not in violation of this Ordinance, prior to entering into any Developer's Agreement or Redevelopment Agreement. Furthermore, the developer or redeveloper shall have a continuing duty to report any violations of this chapter that may occur while arranging and entering into the Developer's Agreement or redevelopment agreement, and until all specified terms or time period of the agreement have been completed. The certification required under this subsection shall be made prior to entry into the agreement with the municipality and shall be in addition to any other certifications that may be required by any other provision of law.

(b). It shall be the Township's continuing responsibility to give notice of this Ordinance to all developers who file any application with the municipality, its land use boards and/or any of its political subdivisions, including but not limited to the Planning Board or Zoning Board, to develop any tract of land within the municipality and/or when the municipality gives notice of redevelopment pursuant to 40A:12A-6 and/or when the municipality adopts a ordinance directing the Planning Board to prepare a redevelopment plan and at the time that the municipality adopts the ordinance to implement the redevelopment plan.

#### **§18-6. Contribution restrictions and disclosure requirement applicability to consultants.**

(a). The contribution and disclosure requirements in this chapter shall apply to all developers and/or redevelopers as well as professionals, consultants or lobbyists contracted or employed by the developer and/or redeveloper including those ultimately, designated by the developer/redeveloper to provide services related to the: (i) lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan; (ii) obtaining the designation or appointment as redeveloper; (iii) negotiating the terms of a developer's agreement or redevelopment agreement or any amendments or modifications thereto; and (iv) performing the terms of a developer's agreement or redevelopment agreement.

(b). It shall be a breach of the consultant's contract with the developer and/or redeveloper, and shall require immediate termination, for a consultant to violate the contribution limits and disclosure requirements in this ordinance.

(c). A developer or redeveloper who participates in, or facilitates, the circumvention of the contribution restrictions through consultants or professionals shall be deemed to be in breach.

#### **§18-7. Return of Excess Contributions.**

A "business entity," developer, or redeveloper, or Township of Marlboro Candidate or officeholder, or municipal, county or state party committee, candidate committee, legislative leadership committee, continuing political committee or PAC referenced in this ordinance, may cure a violation of Section 1 of this Ordinance, if, within 30 days after the applicable ELEC report, the "business entity" notifies the Township of Marlboro in writing and seeks and received reimbursement of the contribution from the relevant candidate or officeholder, municipal or county political party, state political party, candidate committee, legislative leadership committee, continuing political committee, or PAC referenced in this ordinance.

#### **§18-8. Penalty and Anti-Circumvention Provision.**

(a) It shall be a breach of a contract with Township of Marlboro for a "business entity," developer or redeveloper to (i) make or solicit a contribution in violation of this ordinance; (ii) knowingly conceal or

misrepresent a contribution given or received; (iii) make or solicit a contribution through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition of or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Township of Marlboro; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make any contribution, which if made or solicited by the “business entity” itself, would violate this ordinance; (vi) fund contributions made by third parties, including consultants, attorneys, family members and employees; (vii) engage in any exchange of contribution to circumvent the intent of this ordinance; or (viii) directly or indirectly, through of by any other person or means do any act which would violate this ordinance.

(b) Furthermore, any “business entity,” developer or redeveloper that violates §7(a)ii-viii shall be debarred from eligibility for future Township of Marlboro contracts or for entering into a developers agreement or redevelopment agreement for a period of four (4) calendar years from the date of the violation.

#### **§18-9. Anti-Wheeling Restrictions.**

(a) No candidate committee for any candidate for Township of Marlboro office shall accept a contribution from a Township committee of a political party, other than the Township committee of the Township in which the candidate or candidates reside, in excess of \$1,000 per election.

(b) No candidate committee for any candidate for Township of Marlboro shall accept a contribution from a county political party in excess of \$1,000 per election.

(c) No candidate committee for any candidate for Township of Marlboro shall accept a contribution from a state political party in excess of \$1,000 per election.

(d) No candidate committee for any candidate for Township of Marlboro office shall accept a contribution from a legislative leadership committee in excess of \$1,000 per election.

(e) No candidate committee for any candidate for Township of Marlboro shall accept a contribution from a continuing political committee or PAC organized under §527 of the Internal Revenue Code in excess of \$1,000 per election.

(f) No candidate committee for any candidate for Township of Marlboro office shall accept a contribution from another candidate committee, other than from a candidate committee located in the Township of Marlboro, in excess of \$1,000 per election.

(g) No candidate committee for any candidate for Township of Marlboro shall accept a contribution from a municipal political party committee, other than a municipal political party committee of a municipality located in Township of Marlboro, in excess of \$1,000 per election.

(h) Any candidate or candidate committee who has taken contributions in excess of those outlined in Section 8(a)-(f) of this Ordinance shall be subject to a fine not exceeding \$2,000 per violation, pursuant to N.J.S.A. 40:49-5.

#### **§18-10. Severability.**

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid by a court of the United States or this State, or by any administrative agency of the United States or this State, the remaining provisions shall remain in effect.

#### **§18-11. Repealer.**

This ordinance supplements, but does not supersede the contribution disclosure requirements, under P.L. 2004, c 19, s.7 amended P.L. 2005, c. 51, s. 15 (N.J.S.A. 19:44A-20.8) and P.L. 2005, c. 271, s. 2 (N.J.S.A.

19:44A-20.26), for contracts awarded through other than a fair and open process. All ordinances or parts of ordinances that are inconsistent with any provisions of this ordinance are hereby repealed to the extent of such inconsistencies.

**§18-12. Incorporation by Reference.**

The regulatory and penalty provisions of this Ordinance shall be incorporated by referenced into all Township of Marlboro contracts for professional services and extraordinary unspecifiable services and developer's agreements and redevelopment agreements.

**§18-13. Filing with Secretary of State.**

The Clerk of the Township of Marlboro shall file a certified true copy of this Ordinance with the Secretary of State, in accordance with N.J.S.A. 40A:11-51(c).

**§18-14. Effective Date.**

This ordinance shall take effect in accordance with law.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



# Township of Marlboro

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

### Part I – Vendor Information

|              |  |        |      |
|--------------|--|--------|------|
| Vendor Name: |  |        |      |
| Address:     |  |        |      |
| City:        |  | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

☐ Check here if the information is continued on subsequent page(s)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

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**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 52:34-25**

**County Name: Monmouth**

State: Governor, and Legislative Leadership Committees

Legislative District #: 12 and 13

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

|                            |                        |                             |
|----------------------------|------------------------|-----------------------------|
| Aberdeen Township          | Highlands Borough      | Neptune Township            |
| Allenhurst Borough         | Holmdel Township       | Ocean Township              |
| Allentown Borough          | Howell Township        | Oceanport Borough           |
| Asbury Park City           | Interlaken Borough     | Red Bank Borough            |
| Atlantic Highlands Borough | Keansburg Borough      | Roosevelt Borough           |
| Avon-by-the-Sea Borough    | Keyport Borough        | Rumson Borough              |
| Belmar Borough             | Lake Como Borough      | Sea Bright Borough          |
| Bradley Beach Borough      | Little Silver Borough  | Sea Girt Borough            |
| Brielle Borough            | Loch Arbour Village    | Shrewsbury Borough          |
| Colts Neck Township        | Long Branch City       | Shrewsbury Township         |
| Deal Borough               | Manalapan Township     | Spring Lake Borough         |
| Eatontown Borough          | Manasquan Borough      | Spring Lake Heights Borough |
| Englishtown Borough        | Marlboro Township      | Tinton Falls Borough        |
| Fair Haven Borough         | Matawan Borough        | Union Beach Borough         |
| Farmingdale Borough        | Middletown Township    | Upper Freehold Township     |
| Freehold Borough           | Millstone Township     | Wall Township               |
| Freehold Township          | Monmouth Beach Borough | West Long Branch Borough    |
| Hazlet Township            | Neptune City Borough   |                             |

(continued on next page)

## Boards of Education (Members of the Board):

|                            |                                |                             |
|----------------------------|--------------------------------|-----------------------------|
| Allenhurst                 | Holmdel Township               | Oceanport Borough           |
| Asbury Park City           | Howell Township                | Red Bank Borough            |
| Atlantic Highlands Borough | Interlaken                     | Red Bank Regional           |
| Avon Borough               | Keansburg Borough              | Roosevelt Borough           |
| Belmar Borough             | Keyport Borough                | Rumson Borough              |
| Bradley Beach Borough      | Little Silver Borough          | Rumson-Fair Haven Regional  |
| Brielle Borough            | Long Branch City               | Sea Bright Borough          |
| Colts Neck Township        | Manalapan-Englishtown Regional | Sea Girt Borough            |
| Deal Borough               | Manasquan Borough              | Shore Regional              |
| Eatontown Borough          | Marlboro Township              | Shrewsbury Borough          |
| Fair Haven Borough         | Matawan-Aberdeen Regional      | South Belmar                |
| Farmingdale Borough        | Middletown Township            | Spring Lake Borough         |
| Freehold Borough           | Millstone Township             | Spring Lake Heights Borough |
| Freehold Regional          | Monmouth Beach Boro            | Tinton Falls                |
| Freehold Township          | Monmouth Regional              | Union Beach                 |
| Hazlet Township            | Neptune City                   | Upper Freehold Regional     |
| Henry Hudson Regional      | Neptune Township               | Wall Township               |
| Highlands Borough          | Ocean Township                 | West Long Branch Borough    |

## Fire Districts (Board of Fire Commissioners):

|                                         |                                              |
|-----------------------------------------|----------------------------------------------|
| Aberdeen Township Fire District No. 1   | Marlboro Township Fire District No. 1        |
| Aberdeen Township Fire District No. 2   | Marlboro Township Fire District No. 2        |
| Englishtown Borough Fire District No. 1 | Marlboro Township Fire District No.3         |
| Freehold Township Fire District No. 1   | Millstone Township Fire District No. 1       |
| Freehold Township Fire District No. 2   | Neptune Township Fire District No. 1         |
| Hazlet Township Fire District No. 1     | Neptune Township Fire District No. 2         |
| Howell Township Fire District No. 1     | Ocean Township Fire District No. 1           |
| Howell Township Fire District No. 2     | Ocean Township Fire District No. 2           |
| Howell Township Fire District No. 3     | Spring Lake Heights Boro Fire District No. 1 |
| Howell Township Fire District No. 4     | Tinton Falls Fire District No. 1             |
| Howell Township Fire District No. 5     | Tinton Falls Fire District No. 2             |
| Manalapan Township Fire District No. 1  | Wall Township Fire District No. 1            |
| Manalapan Township Fire District No. 2  | Wall Township Fire District No. 2            |
| Manasquan Boro Fire District No.1       | Wall Township Fire District No. 3            |

## STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

### Check the box that represents the type of business organization:

- ☐ Partnership                      ☐ Corporation                      ☐ Sole Proprietorship  
☐ Limited Partnership              ☐ Limited Liability Corporation    ☐ Limited Liability Partnership  
☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

### Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

|                                                                |                                          |
|----------------------------------------------------------------|------------------------------------------|
| Subscribed and sworn before me this ____ day of _____, 2 ____. | _____<br>(Affiant)                       |
| (Notary Public)                                                | _____<br>(Print name & title of affiant) |
| My Commission expires:                                         | _____<br>(Corporate Seal)                |